

5. Defendant lacks sufficient knowledge to admit or deny the allegations contained in Paragraph 5.
6. Defendant admits the allegations contained in Paragraph 6.
7. Defendant admits the allegations contained in Paragraph 7.
8. Defendant admits that Plaintiff filed a claim form for benefits under the Policy and that Defendant acknowledged receipt. Defendant denies that it was on March 11, 2004.
9. Defendant admits the allegations contained in Paragraph 9.
10. Defendant admits there is a denial letter dated May 12, 2004. Defendant denies the remaining allegations contained in Paragraph 10 because Plaintiff fails to state the entirety of a document that is the best evidence of its contents.
11. Defendant admits the allegations contained in Paragraph 11.
12. Defendant admits the allegations contained in Paragraph 12.
13. Defendant admits there is a Policy. Defendant denies the remaining allegations contained in Paragraph 13 because Plaintiff fails to state the entirety of a document that is the best evidence of its contents.
14. Defendant denies the allegations contained in Paragraph 14.

AFFIRMATIVE DEFENSES

1. Plaintiff's claims are barred in whole or in part by virtue of one or more of the provisions of the insurance Policy or Plan at issue.
2. The Court's review of this matter is limited to the administrative record before the claims administrator or claims fiduciary at the time of the denial of Plaintiff's claim.
3. No payments are owed to the Plaintiff under the terms and conditions of the said Policy or Plan.

4. This Court's adjudication of this matter is subject to the arbitrary and capricious standard of review.
5. The answering Defendant asserts any and all defenses available to them under the terms of the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.
6. LINA's denial of benefits under all of the circumstances was reasonable and was not arbitrary, capricious, unreasonable or erroneous as a matter of law, and this constitutes a complete defense to the within cause of action.
7. Under all of the circumstances, Plaintiff is owed no benefits under the Policy or Plan, or interest, costs and/or attorney's fees.

The Defendant,

Life Insurance Company of North America

By its Attorneys,

/s/David B. Crevier

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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was served on Plaintiff's counsel by first class U.S.

Mail postage prepaid this 13th day of January, 2006.

/s/David B. Crevier